

McBRAYER, McGINNIS, LESLIE & KIRKLAND, PLLC
ATTORNEYS-AT-LAW

W. BRENT RICE
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201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
FAX (859) 231-6518

RECEIVED

SEP 28 2005

PUBLIC SERVICE
COMMISSION

September 28, 2005

Ms. Beth A. O'Donnell, Executive Director
Public Service Commission
P.O. Box 615
211 Sower Blvd.
Frankfort, KY 40602-0615

VIA HAND DELIVERY

RE: **Application of Cellco Partnership d/b/a Verizon Wireless, for Issuance of a Certificate of Public Convenience and Necessity to Construct a Cell Facility on 4625 Cranston Road, Morehead, Rowan County, Kentucky ("Application")**
PSC Case No. 2005-00394 (Cranston Facility)

Dear Ms. O'Donnell:

Please be advised that the undersigned represents Verizon Wireless in regard to the above-referenced application which I am filing on its behalf today with the Commission.

I request a waiver of the required original and ten copies of the Application and submit the original and four (4) copies for filing. Additionally, two sets of project description drawings are submitted with the Application, both of which are signed and sealed by a licensed professional engineer in Kentucky. Any comments or questions in regard to the application should be forwarded to the undersigned.

Thank you for your assistance in this matter.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosures

COMMONWEALTH OF KENTUCKY

RECEIVED

BEFORE THE PUBLIC SERVICE COMMISSION

SEP 28 2005

In the Matter of:

PUBLIC SERVICE COMMISSION

APPLICATION OF CELLCO PARTNERSHIP d/b/a)
VERIZON WIRELESS FOR ISSUANCE OF A)
CERTIFICATE OF PUBLIC CONVENIENCE AND)
NECESSITY TO CONSTRUCT AN ADDITIONAL)
CELL FACILITY AT 4625 CRANSTON ROAD,)
MOREHEAD, ROWAN COUNTY KENTUCKY)

Case No. 2005-00394

(THE CRANSTON FACILITY)

APPLICATION

Cellco Partnership, a Delaware General Partnership, d/b/a Verizon Wireless ("Applicant") applies for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility to serve the customers of its cellular radio telecommunications network in the Commonwealth of Kentucky. In support of this Application, Applicant, respectfully states that:

1. Its complete name, address and telephone number are: Cellco Partnership, d/b/a Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921, (908)306-7000, having a local address of 652 South Third Street, Louisville, Kentucky 40202, (502)588-2348.

2. The Applicant is a Delaware general partnership and is therefore not subject to the Articles of Incorporation filing requirements set forth in 807 KAR 5:063 § 1(1)(a) and 807 KAR 5:001 § 8(1)(3). It is a successor in interest to GTE Wireless of the Mid-West Incorporated and GTE Wireless of the South Incorporated, both of which contributed assets to Cellco Partnership as the Public Service Commission was advised by letter dated July 5, 2000, a copy of which is attached hereto as Exhibit A. Cellco Partnership's Adoption Notice was filed with the Public Service Commission as "P.S.C. Adoption Notice No. 1" on July 5, 2000, effective pursuant to 807 KAR 5:011 § 9(1) on July 10, 2000. A copy of this Adoption Notice, stamped as "Effective" by the Public

Service Commission is additionally attached as part of Exhibit A.

3. The Applicant proposes to construct an additional cellular facility in Rowan County, Kentucky (the "Cell Facility"). The Cell Facility will be comprised of a 285' self-supporting tower including attached antennas and an equipment shelter. The equipment shelter will contain the transmitters and receivers required to connect the cell facility with cellular telephone users, which will link the Cell Facility with Applicant's other cells. The Cell Facility will be fenced with a secured access gate. Two sets of project drawings are being submitted with this Application. A detailed description of the manner in which the Cell Facility will be constructed is included in the drawings and on the Survey (scale: 1" = 200'). A reduced copy of the Survey is attached as Exhibit B. The Survey is signed and sealed by Frank L. Sellinger, a professional registered surveyor in Kentucky and it depicts the proposed location of the tower and all easements and existing structures on the property on which the tower will be located. A vertical tower profile and its foundation, each signed and sealed by a professional engineer registered in Kentucky are attached as Exhibit C. The tower design plans include a description of the standard according to which the tower was designed.

4. A geotechnical investigation report performed by FStan Consulting Engineers, dated March 21, 2005 is attached as Exhibit D. The geotechnical investigation report is signed and sealed by Raymond E. Frye, Jr., P.E., a professional engineer registered in Kentucky. The geotechnical investigation report includes boring logs, foundation design recommendations, and a finding as the proximity of the proposed site to flood hazard areas.

5. As noted on the Survey attached as a part of Exhibit B, the surveyor has determined that the site is not within any FIA flood hazard area.

6. The possibility of a strong ground shaking has been considered in the design of this guyed tower. Formulas are given in codes for earthquake loading. The formulas are for lateral loads,

and they take into account the seismic zone, ground motion and structure. The two most important components of the structure are its weight and shape. Applying all of the factors to the formula, the resultant earthquake load is less than the design wind load. Seismic loading has been considered in the design of this tower, although it is regarded as secondary to the wind loading.

Even if the tower would fall as result of an earthquake, it should not damage any occupied buildings. In the event of failure of the tower mast, all of the debris will most likely lie within a circle whose center is the tower base and whose radius is no more than 60% of the tower height.

7. Similarly, the possibility of a strong wind has been considered in the design of this tower. It has been designed and engineered by professional engineers using computer assistance and the same accepted codes and standards as are typically used for high-rise building construction. This tower has been designed in accordance with the Electronic Industries Association ("EIA") Standard RS-222E, which has been accepted and approved by ANSI and is a nationally recognized tower design standard. The ANSI/EIA standard utilizes a "stepped" wind loading in tower design. This means that a standardized wind speed (the "basic wind speed") is applied to the tower structure at the 33-foot level and then is "increased" with increments of tower height. In this case, the design wind speed is 75 mph. Using the appropriate wind speed for each antenna level, the thrust of the antenna and its corresponding waveguide load are applied to the tower structure for maximum member loads.

8. Personnel directly responsible for the design and construction of the proposed tower are qualified and experienced. The soil testing and part of the foundation design was performed by FStan Consulting Engineers under the supervision of Raymond E. Frye, Jr., a registered professional engineer in the Commonwealth of Kentucky. Her specialty is geotechnical engineering which includes sub-surface exploration and foundation design. She has served as project and principal engineer on various projects similar to the applicant's. These projects include construction, tower

crane foundations, and nexrad doppler radar towers, other mobile telephone towers and elevated water towers. Foundation types for these towers have included drilled piers, auger-cast piles, driven piles and spread footings. Design of the tower and foundation was performed by FWT, Inc. of Ft. Worth, Texas. The applicant uses qualified installation crews and site inspectors for construction of its towers. The tower and foundation drawings are signed and sealed by Martin L. de la Rosa, a professional engineer registered in Kentucky.

9. The public convenience and necessity require the construction of this additional Cell Facility. The additional Cell Facility is essential to improve service to Applicant's current customers in that transmission and reception "weak spots" within the area to be covered by the Cell Facility will be substantially reduced. The Cell Facility will also increase the system's capacity to meet the increasing demands for cellular service in Kentucky.

The process that was used in selecting the site for the proposed Cell Facility by the applicant's radio frequency engineers was consistent with the process used for selecting generally all other existing cell facilities within the licensed area. The engineers used computer programs to locate cell sites that will enable the cell facilities to serve the Federal Communications Commission certificated territory without extending beyond its approved boundary and to meet other mandates of the Commission. The engineers select the optimum site in terms of elevation and location to provide the best quality service to customers in the service area. A map of the area in which the tower is proposed to be located, that is drawn to scale and that clearly depicts the necessary search area within which a site should be located as determined by the Applicant's Radio Frequency Engineers is attached as Exhibit E.

It is imperative that the proposed Cell Facility be constructed to allow Applicant to meet its licensing requirements as mandated by the Federal Communications Commission and to further meet

the increasing demands for cellular service in the licensed area.

10. The Cell Facility will serve an area totally within Applicant's current service area in the licensed area.

11. Since the proposed Cell Facility will serve only the licensed area, no further approvals by the Federal Communications Commission ("FCC") are required. See 47 C.F.R. §24.11(b), "[b]lanket licenses are granted for each market and frequency block. Applications for individual sites are not required and will not be accepted."

12. An application to the Federal Aviation Administration ("FAA") was filed on September 21, 2005, a copy of which is attached as Exhibit F. Upon receiving a determination from the FAA, the applicant will forward a copy of such determination as a supplement to this Application. An application to the Kentucky Airport Zoning Commission ("KAZC") was filed on September 21, 2005, a copy of which is attached as Exhibit G. Upon receiving a determination from KAZC, the applicant will forward a copy of such determination as a supplement to this application

13. The proposed location of the tower is not within a jurisdiction that has adopted planning and zoning regulations in accordance with KRS Chapter 100. The Applicant has notified the Rowan County Judge Executive, by certified mail, return receipt requested, of the proposed construction. The Applicant included in the notice the Commission docket number under which the application will be processed and informed said person of his right to request intervention. A copy of the notice is attached as Exhibit H.

14. The Cell Facility will be located at 4625 Cranston Road, Morehead, Rowan County, Kentucky. Appropriate notices 2' X 4' with the word "TOWER" in letters at least four inches high, have been posted in a visible location on the proposed site and on the nearest public road and shall remain posted for at least two (2) weeks after the Application is filed. The location of the proposed

facility has been published in a newspaper of general circulation in Rowan County, Kentucky. The Cell Facility's coordinates are: Latitude: 38° 15' 34.95"; Longitude: 083° 26' 27.71".

15. Clear directions to the proposed site from the county seat are: From Morehead take U.S 60 southwest to S.R. 32. Turn right and go approximately 4 miles to S.R. 377. Bear right on S.R. 377 and go approximately 5 miles to the site on the left. The telephone number for the person preparing the directions is 502-636-5111 and the individual's name is Woodrow Marcum, Jr. The Survey identifies every structure within 500' of the proposed tower, and all easements and existing structures within 200' of the access drive, including the intersection with the Public Street System, drawn to a scale no less than one (1) inch equals 200'.

16. Applicant has notified every person who is contiguous or within 500' of the proposed tower by certified mail, return receipt requested, of the proposed construction. Applicant included in said notice the Commission docket number under which the Application will be processed and informed each person of his or her right to request intervention. A list of the property owners and copies of the certified letters sent to the referenced property owners are attached as Exhibit I. Copies of the return receipts will be filed with the Commission when received.

17. The site for the proposed Facility is located in a rural area that is not zoned. All adjoining property is rural in nature and not zoned.

18. Applicant has considered the likely effects of the installation on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate service can be provided. Applicant attempted to co-locate on existing towers or structures, however, there are no such existing towers or structures in the vicinity of the proposed site.

19. The site for the Cell Facility is to be leased from Michael and Elizabeth Ann Caudill. A copy of the Option and Lease Agreement is attached as Exhibit J.

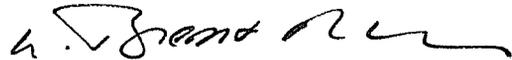
20. The names of all public utilities, corporations, or persons with whom the proposed new construction is likely to compete is Cingular Wireless, VoiceStream Wireless, Sprint PCS, Nextel Partners, and AT&T Wireless

21. Applicant plans to finance the construction of the Cell Facility through the use of working capital. If sufficient funds are not available from this source, the company will obtain funds through short-term loans payable within two years.

22. Any customer complaints may be reported by dialing 611 on the customer's cellular phone.

WHEREFORE, Applicant requests that the Commission, pursuant to KRS 278.020, grant a Certificate of Public Convenience and Necessity to Applicant for construction and operation of the proposed Cell Facility and providing for such other relief as is necessary and appropriate.

Respectfully submitted,



W. Brent Rice
McBRAYER, McGINNIS, LESLIE
& KIRKLAND, PLLC
201 East Main Street, Suite 1000
Lexington, KY 40507
Phone: 859/231-8780

COUNSEL FOR CELLCO
PARTNERSHIP d/b/a VERIZON
WIRELESS

LIST OF EXHIBITS

Exhibit A	Applicant Adoption Notices
Exhibit B	Site Plan and Survey
Exhibit C	Tower and Foundation Profile
Exhibit D	Report of Geotechnical Exploration
Exhibit E	Search Area Map
Exhibit F	FAA Application
Exhibit G	KAZC Application
Exhibit H	Correspondence to Rowan County Judge Executive
Exhibit I	Notice to Adjoining Property Owners
Exhibit J	Option and Lease Agreement

C:\Documents and Settings\DonnaW\My Documents\WBR\verizon wireless\cranston\psc docs\application.doc

JACKSON & KELLY PLLC

ATTORNEYS AT LAW

175 EAST MAIN STREET
P. O. BOX 2150

LEXINGTON, KENTUCKY 40505-2150 40588-9945

TELEPHONE 806-255-9500 TELECOPIER 806-281-6478

<http://www.jacksonkelly.com>

1600 LAIOLEY TOWER
CHARLESTON, WEST VIRGINIA 25301
TELEPHONE 304-340-1000

100 FIDECROFT AVENUE
MARTINSBURG, WEST VIRGINIA 25402
TELEPHONE 304-283-8800

356 HUSSELL AVENUE
NEW MARTINSVILLE, WEST VIRGINIA 26155
TELEPHONE 304-455-1751

8000 HAMPTON CENTER
MORGANTOWN, WEST VIRGINIA 26505
TELEPHONE 304-589-3000

1000 TECHNOLOGY DRIVE
FAIRMONT, WEST VIRGINIA 26554
TELEPHONE 304-368-2000

412 MARKET STREET
PARKERSBURG, WEST VIRGINIA 26101
TELEPHONE 304-424-3490

1144 MARKET STREET
WHEELING, WEST VIRGINIA 26003
TELEPHONE 304-233-4000

1650 LINCOLN STREET
DENVER, COLORADO 80214
TELEPHONE 303-710-0003

2401 PENNSYLVANIA AVENUE N.W.
WASHINGTON, D.C. 20037
TELEPHONE 202-973-0200

MEMBER OF LEX MUNDI
THE WORLD'S LEADING ASSOCIATION
OF INDEPENDENT LAW FIRMS.

July 5, 2000

Hon. Martin J. Huelsmann
Executive Director
Kentucky Public Service Commission
211 Sower Blvd.
Frankfort, KY 40602-0615

JUL 05 2000

Re: Transfer of GTE Wireless Companies to Cellco Partnership
d/b/a Verizon Wireless

Dear Mr. Huelsmann:

We are hereby notifying the Commission, on behalf of all involved companies, of the following restructuring resulting from the merger of GTE Corporation ("GTE") and Bell Atlantic Corporation ("Bell Atlantic"). On June 30, 2000, Bell Atlantic and GTE completed their merger. As a result of the merger, the assets and licenses of GTE Wireless will be contributed to the merged company's domestic national wireless subsidiary known as Cellco Partnership ("Cellco"). GTE Wireless' Kentucky operations, with the exception of its Cincinnati PCS license (see letter dated June 21, 2000), will thus be combined with the other wireless operations managed by Bell Atlantic, all of which will do business under the brand name Verizon Wireless.

1. GTE Mobilnet of Clarksville Incorporated will transfer its assets and cellular business in the Clarksville, Tennessee-Hopkinsville, Kentucky Metropolitan Statistical Area to GTE Wireless Holdings LLC. Both companies are wholly owned by GTE Wireless Incorporated. The membership interest of GTE Wireless Holdings LLC will then be contributed to Cellco. GTE Wireless Holdings LLC will be liquidated into Cellco.

2. The stock of GTE Wireless of the Midwest Incorporated will be contributed to Cellco. GTE Wireless of the Midwest Incorporated will continue to provide cellular service in Evansville and Owensboro Metropolitan Statistical Areas.

[Handwritten signature]

Hon. Martin J. Huelsmann
July 5, 2000
Page 2

3. The Kentucky RSA No. 1 Partnership interest will be contributed to Cellco. Kentucky RSA No. 1 Partnership will continue to provide cellular service in Kentucky Rural Service Area No. 1.

4. The assets of GTE Wireless of the South Incorporated will be contributed to Cellco. GTE Wireless of the South Incorporated provides cellular service in the Louisville and Lexington Metropolitan Statistical Areas and Kentucky Rural Service Areas No. 2 and 7.

Cellco will adopt the tariffs of GTE Mobilnet of Clarksville Incorporated and GTE Wireless of the South. Their adoption notices are enclosed. In addition, revised tariffs for GTE Wireless of the Midwest Incorporated and Kentucky RSA No. 1 Partnership will be filed shortly reflecting that these entities will be doing business as Verizon Wireless.

We understand from this Commission's January 8, 1998 Order in Administrative Case No. 360 that this notice is all that is required for this restructuring. If you have any questions, please do not hesitate to contact me.

Sincerely yours,



Jeffrey J. Yost

JJY:bsh

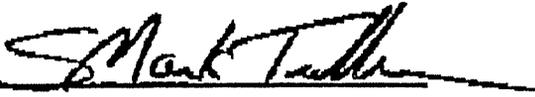
c: Mr. Francis Malnati
Mr. Carl Povelites

11113\301\308852

P.S.C. Adoption Notice No. 1
ADOPTION NOTICE

The undersigned, Celco Partnership d/b/a Verizon Wireless, of Bedminster, New Jersey, hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed and posted by it, all tariffs and supplements containing rates, rules and regulations for furnishing commercial mobile radio service in the Commonwealth of Kentucky, filed with the Public Service Commission by GTE Wireless of the South Incorporated of Alpharetta, Georgia, and in effect on the day of July 10, 2000, the date on which the public service business of GTE Wireless of the South Incorporated, was taken over by it.

This notice is issued on the 5th day of JULY, 2000, in conformity with Section 20 of P.S.C. Tariff Regulations adopted by the Public Service Commission.

By: 

S. Mark Tuller

Vice President, Legal and External Affairs and General Counsel
Celco Partnership d/b/a Verizon Wireless

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 2000

PURSUANT TO 807 KAR 6:011,
SECTION 9 (1)

BY: 
SECRETARY OF THE COMMISSION

CELLCO PARTNERSHIP D/B/A/ VERIZON WIRELESS
-CELLULAR RADIO TELECOMMUNICATIONS SERVICE TARIFF-

For the Lexington, Kentucky; Louisville, Kentucky/Indiana MSAs
and the Kentucky 7 - Trimble RSA
and the Kentucky 2 - Union RSA
Cellular Geographic Service Areas

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

JUL 10 2000

**PURSUANT TO 807 KAR 5011,
SECTION 9(1)**

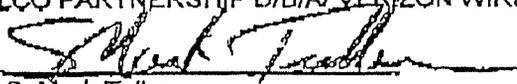
BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

ISSUED: JULY 6, 2000

EFFECTIVE: JULY 10, 2000

CELLCO PARTNERSHIP D/B/A/ VERIZON WIRELESS

BY:



S. Mark Tuller
V.P. Legal and External Affairs and General Counsel
180 Washington Valley Road
Bedminster, NJ 07921

- VICINITY AND 500' STRUCTURAL MAP
- U.S.G.S. QUAD MAP
- ABUTTING PROPERTY OWNERS

- PROPOSED CELLCO PARTNERSHIP LEASE AREA
- LEGAL DESCRIPTIONS
- FLOOD ZONE DATA

COORDINATE POINT LOCATION

NAD 1983
 LATITUDE: 38° 15' 34.95"
 LONGITUDE: 83° 26' 27.71"
 NAVD 1988
 ELEVATION: 953'
 STATE PLANE COORDINATE NORTH ZONE
 (BLUE MARBLE GEOGRAPHIC CALCULATOR VERSION 3.0)
 NORTHING: 277676.9377
 EASTING: 1872701.0875

POWER POLE

UTILITY COMPANY: UNKNOWN
 IDENTIFICATION #: N/A

PROJECT BENCHMARK

NORTH: 277684.5465
 EAST: 1872640.2612
 ELEVATION: 962'
 LOCATION: BEING A SET IPC LOCATED ON THE WEST CORNER OF THE PROPOSED LEASE AREA

SYMBOL LEGEND

- WOOD POWER POLE
- LIGHT POLE
- TELEPHONE PEDESTAL
- GUY ANCHOR
- MANHOLE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- F.P. FENCE POST
- SET #5 REBAR (UNLESS OTHERWISE NOTED)
- EXISTING #5 REBAR (UNLESS OTHERWISE NOTED)

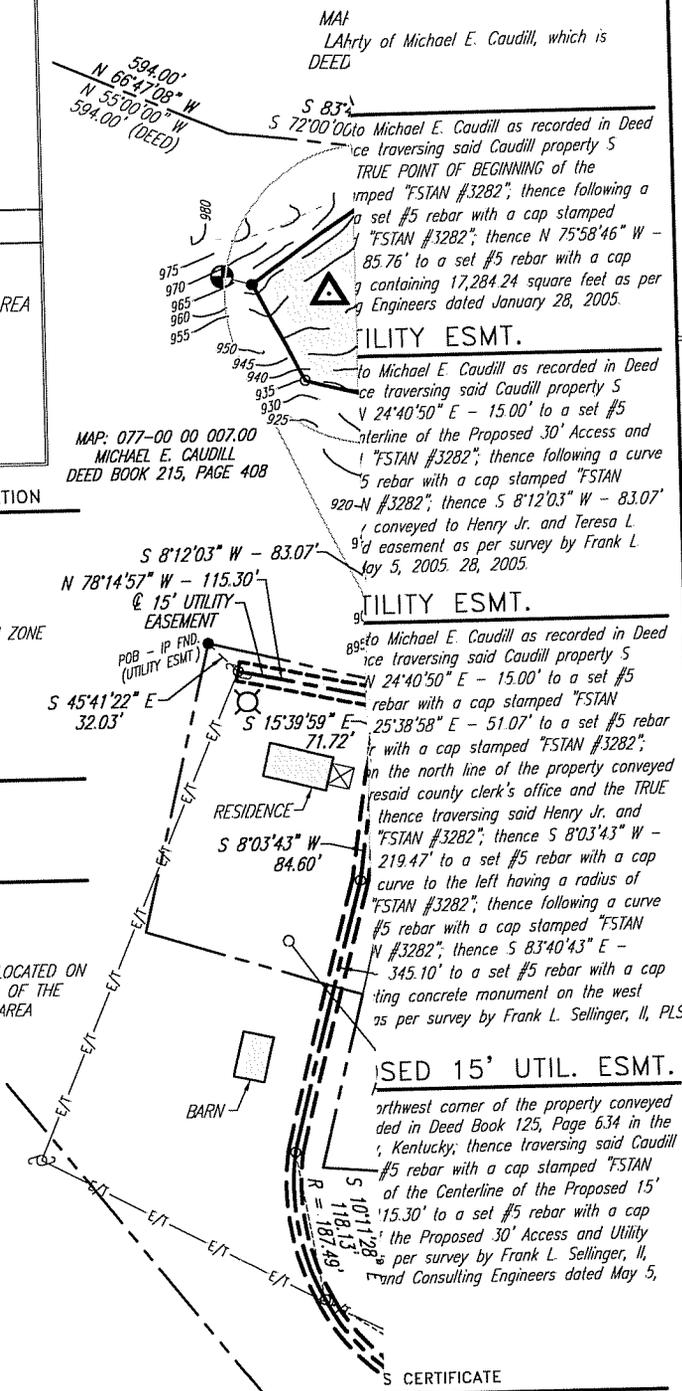
ABBREVIATIONS

- EP EDGE OF PAVEMENT
- ROW RIGHT OF WAY
- CL CENTERLINE
- RCP REINFORCED CONCRETE PIPE
- CONC CONCRETE
- CMP CORRUGATED METAL PIPE
- PL SUBJECT PROPERTY LINE
- POB POINT OF BEGINNING

LINE LEGEND

- E/T- OVERHEAD ELECTRIC & TELEPHONE LINE
- G- UNDERGROUND GAS LINE
- T- OVERHEAD TELEPHONE LINE
- X- EXISTING FENCE
- - - SUBJECT PROPERTY BOUNDARY
- - - RIGHT OF WAY CENTERLINE

NOTE: SYMBOLS, ABBREVIATIONS, OR LINESYLES DO NOT NECESSARILY APPEAR ON DRAWING(S). USE ONLY AS APPLICABLE



MAF
 LArtry of Michael E. Caudill, which is DEED

594.00' N 66°47'08\"/>

S 83° 72'00\"/>

to Michael E. Caudill as recorded in Deed
 ce traversing said Caudill property S
 TRUE POINT OF BEGINNING of the
 rmped "FSTAN #3282"; thence following a
 set #5 rebar with a cap stamped
 "FSTAN #3282"; thence N 75°58'46\"/>

85.76' to a set #5 rebar with a cap
 g containing 17,284.24 square feet as per
 Engineers dated January 28, 2005.

UTILITY ESMT.

to Michael E. Caudill as recorded in Deed
 ce traversing said Caudill property S
 V 24°40'50\"/>

terline of the Proposed 30' Access and
 "FSTAN #3282"; thence following a curve
 S rebar with a cap stamped "FSTAN
 920-N #3282"; thence S 8°12'03\"/>

conveyed to Henry Jr. and Teresa L.
 d easement as per survey by Frank L.
 Joy 5, 2005, 28, 2005.

UTILITY ESMT.

to Michael E. Caudill as recorded in Deed
 ce traversing said Caudill property S
 N 24°40'50\"/>

rebar with a cap stamped "FSTAN
 with a cap stamped "FSTAN #3282";
 on the north line of the property conveyed
 resaid county clerk's office and the TRUE
 thence traversing said Henry Jr. and
 "FSTAN #3282"; thence S 8°03'43\"/>

219.47' to a set #5 rebar with a cap
 "FSTAN #3282"; thence following a curve
 #5 rebar with a cap stamped "FSTAN
 N #3282"; thence S 8°34'03\"/>

345.10' to a set #5 rebar with a cap
 ling concrete monument on the west
 as per survey by Frank L. Sellinger, II, PLS

15' UTIL. ESMT.

orthwest corner of the property conveyed
 ded in Deed Book 125, Page 634 in the
 , Kentucky; thence traversing said Caudill
 #5 rebar with a cap stamped "FSTAN
 of the Centerline of the Proposed 15'
 '15.30' to a set #5 rebar with a cap
 ' the Proposed 30' Access and Utility
 per survey by Frank L. Sellinger, II,
 and Consulting Engineers dated May 5,

CERTIFICATE

STED TRAVERSE CLOSURE BETTER THAN 1 IN 24,000.
 ESTED IN TITLE TO PREMISES SURVEYED
 his plat and survey were made under my
 the angular and linear measurements,
 uments shown hereon, are true and correct
 owledge and belief.
 meets or exceeds the minimum standards
 orities.
 ct to any recorded easements or right
 ypon.

[Signature]
 Ky. Reg. No. 3282

SURV TOWER SITE SURVEY"

SOURCE "EXHIBIT B"
 SITE SH. _____ DATE: _____
 HEREON _____
 NO SEAL _____ DATE: _____
 TO DETE _____
 THE PAVANCE RATE MAPS (FIRM) MAP NO.
 THIS DRAIND THE PROPOSED CELLCO PARTNERSHIP
 BE IN A FLOOD PRONE AREA.
 EXISTING IP LEASE AREA IS LOCATED IN ZONE X.

CELLCO PARTNERSHIP

FSTAN
 F.S. Land Company
 T. Alan Neal Company
 Land Surveyors and Consulting Engineers
 PO Box 17546 2315/2315 Crittenden Drive
 Louisville, KY 40217
 Phone: (502) 635-5866 (502) 636-5111
 Fax: (502) 636-5263

SITE NUMBER:

SITE NAME: CRANSTON

SITE ADDRESS: 4625 CRANSTON ROAD MOREHEAD, KY. 40351

PROPOSED CELLCO PARTNERSHIP LEASE AREA: AREA = 17,284.24 sq. ft.

PROPERTY OWNER: MICHAEL E. CAUDILL 4625 CRANSTON ROAD MOREHEAD, KY. 40351

MAP NUMBER: 77-00 00

LOT NUMBER: 007 00

SOURCE OF TITLE: DEED BOOK 215, PAGE 408

DWG BY: JMW CHKD BY: FSII DATE: 01.25.05

FSTAN PROJECT NO.: 05-3126

SHEET 2 OF 2

REVISIONS:
 LANDOWNER - 04.11.05
 ACCESS EASEMENT - 05.05.05

SHEET 1

-  - VICINITY AND 500' STRUCTURAL MAP
-  - ABUTTING PROPERTY OWNERS
-  - U.S.G.S. QUAD MAP

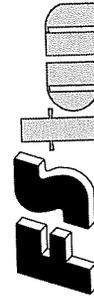
SHEET 2

-  - PROPOSED CELLCO PARTNERSHIP LEASE AREA
-  - LEGAL DESCRIPTIONS
-  - FLOOD ZONE DATA

MAP 58, LOT 11.04
 SLUSS, PHYLLIS
 475 EMORY BRANCH
 MOREHEAD, KY 40351
 DEED BOOK 190, PAGE 453
 NO ZONING

MAP 77, LOT 10
 DAILY, DANIEL & LAWRENCE
 1508 SOUTHEAST 6TH STREET
 DEERFIELD BEACH, FL 33441
 DEED BOOK 205, PAGE 304
 NO ZONING

CELLCO PARTNERSHIP



F.S. Land Company
 T. Alan Neal Company
 Land Surveyors and Consulting Engineers
 PO Box 17546 2313/2315 Crittenden Drive
 Louisville, KY 40217
 Phone: (502) 635-5866 (502) 636-5111
 Fax: (502) 636-5263

SITE NUMBER:

SITE NAME:

CRANSTON

SITE ADDRESS:

4625 CRANSTON ROAD
 MOREHEAD, KY 40351

PROPOSED CELLCO PARTNERSHIP LEASE AREA:

AREA = 17,284.24

PROPERTY OWNER:

MICHAEL E. CAUDILL
 4625 CRANSTON ROAD
 MOREHEAD, KY 40351

MAP NUMBER:

77-00 00

PARCEL NUMBER:

007.00

SOURCE OF TITLE:

DEED BOOK 215, PAGE 408

DWG BY:

AES

CHKD BY:

FSII

DATE:

01.27.05

FSTAN PROJECT NO.:

05-3126

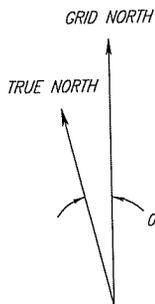
SHEET 1 OF 2

REVISIONS:

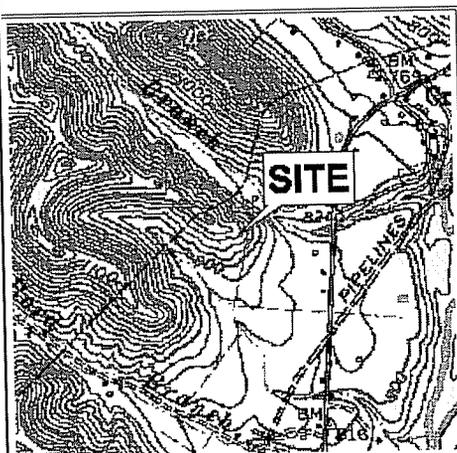
LANDOWNER - 04.11.05

ACCESS EASEMENT - 05.05.05

C1



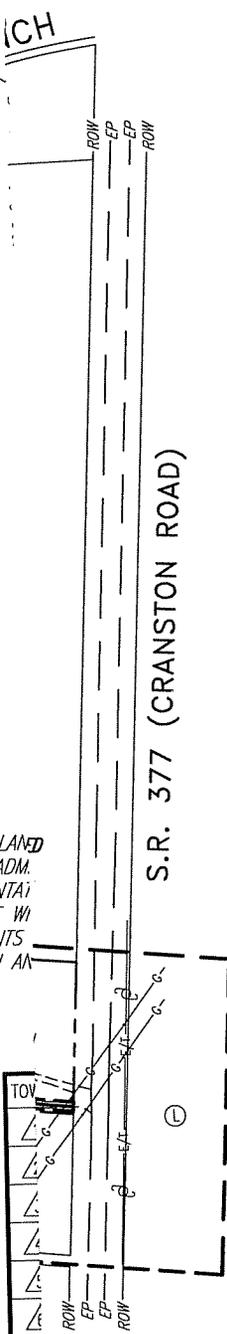
NORTH IS BASED ON THE KENTUCKY STATE PLANE COORDINATE SYSTEM, NORTH ZONE AND WAS DETERMINED BY COMPUTATION FROM G.P.S. OBSERVATION ON JANUARY 21, 2005.



QUAD MAP
 SCALE: 1"=2000'

U.S.G.S. 7 1/2 MINUTE QUAD MAP OF CRANSTON, KY.

* ADJOINING LANED VALUATION ADM. A REPRESENTATIVE COMPLIANCE WITH REQUIREMENTS COMMISSION AND



NOTES:

1. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.
 2. REINFORCING STEEL SHALL BE ASTM A615 GR. 60 (Fy = 60 KSI)
 3. TOTAL CONCRETE = 71 CUBIC YARDS FOR 3 PIERS
 4. SEE PREVIOUS PAGE FOR ANCHOR BOLTS SIZE AND LENGTH
 5. FOUNDATION DESIGN IS BASED UPON SOIL REPORT
- PREPARED BY : FSTAN
 PROJECT NO. : 05-3127
 DATED : 3/31/05

FWT, Inc.

P.O. BOX 8597, FORT WORTH, TX 76124-0597
 TEL: (800)433-1816 FAX (817)255-8656

Page 1 Of 1 By TWL
 Checked By TW Date 8/5/05
 Job No. J050803007 Design No. S05-0298-A
 Revision No. _____ Date _____
 Tower 285 FT SELF SUPPORT TOWER
 Site CRANSTON, KY

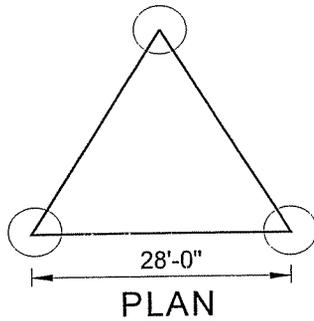
Owner VERIZON WIRELESS
 Design 75 MPH/ 65-MPH + 1/2" ICE
 According to ANSI/EIA 222-F 1996

OPTION - 1

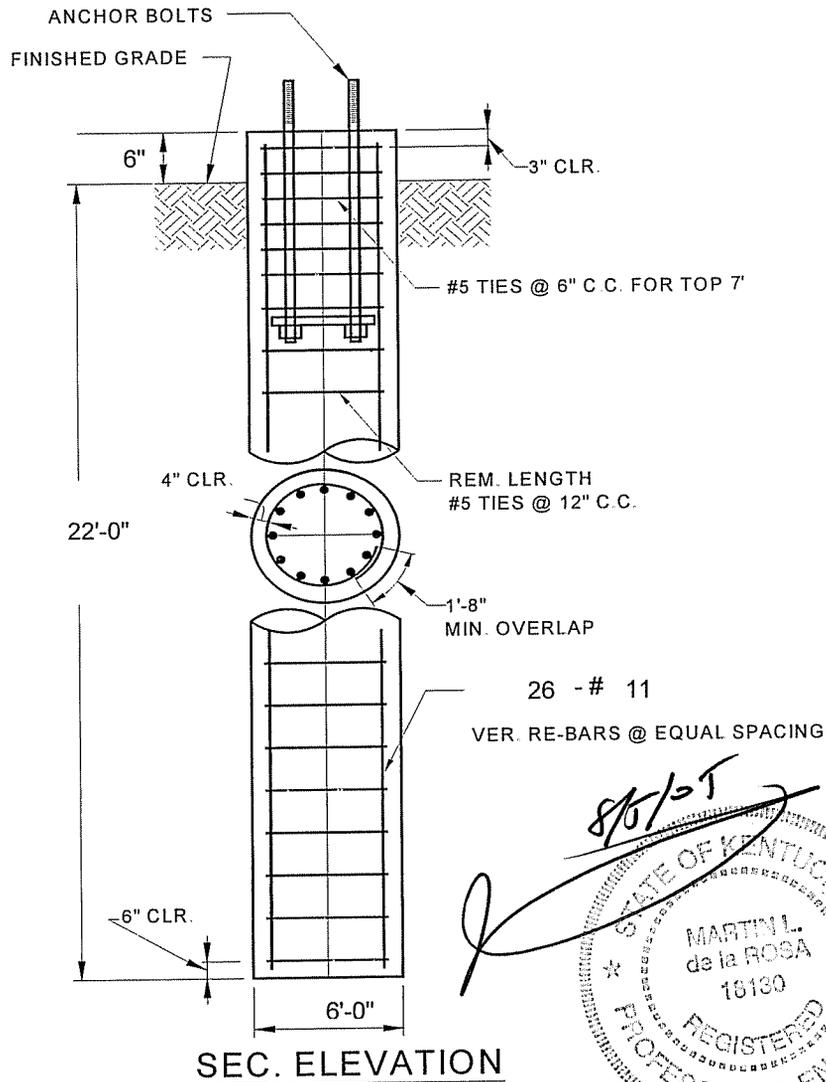
FOUNDATION REACTIONS (OLF NOT INCL.)

UPLIFT: 313.6 KIPS
 COMPRESSIO 376.0 KIPS
 SHEAR: 32.6 KIPS

**CAISSON
 FOUNDATION**



NOT TO SCALE



8/6/05

 MARTIN L. de la ROSA
 18180
 REGISTERED PROFESSIONAL ENGINEER

NOTES:

1. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.
2. REINFORCING STEEL SHALL BE ASTM A615 GR. 60 (Fy = 60 KSI)
3. TOTAL CONCRETE = 177 CUBIC YARDS
4. SEE PREVIOUS PAGE FOR ANCHOR BOLTS SIZE AND LENGTH
5. FOUNDATION DESIGN IS BASED UPON SOIL REPORT PREPARED BY: FSTAN

PROJECT NO. : 05-3127
 DATED : 3/31/05

6. FOUNDATION IS TO REST ON FIRM UNDISTURBED SOIL
7. TEMPLATES SHOULD BE ADJUSTED ACCORDING TO ANCHOR BOLT LENGTHS.

OPTION - 2

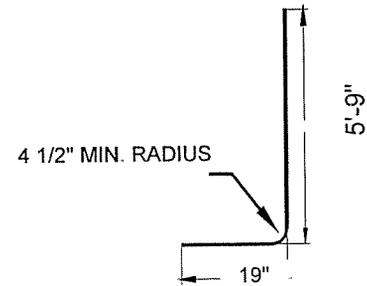
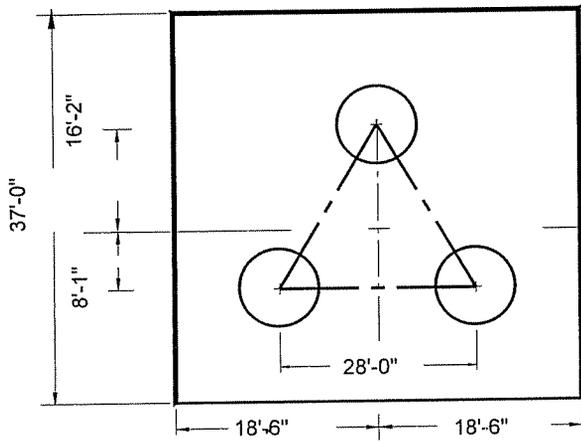
FWT, Inc.

P.O. BOX 8597, FORT WORTH, TX 76124-0597
 TEL: (817)433-1816 FAX (817)255-8656

Page 2 Of 2 By TWL
 Checked By TW Date 8/5/05
 Job No. J050803007 Design No. S05-0298-A
 Revision No. _____ Date _____
 Tower 285 FT SELF SUPPORT TOWER
 Site CRANSTON, KY
 Owner VERIZON WIRELESS
 Design 75 MPH/ 65 MPH + 0.5" Ice
 According to ANSI/EIA 222-F 1996

FOUNDATION REACTIONS (OLF NOT INCL.)

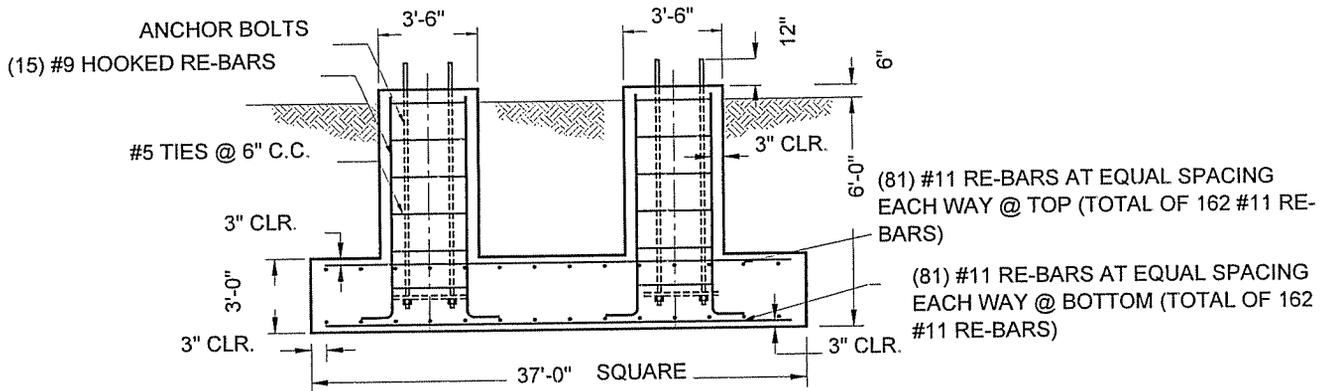
DOWNLOAD: 102.7 KIPS
 SHEAR: 52.6 KIPS
 OT MOMENT: 8521.6 KIPS



(15) #9 HOOKED RE-BARS EA PIER

PLAN

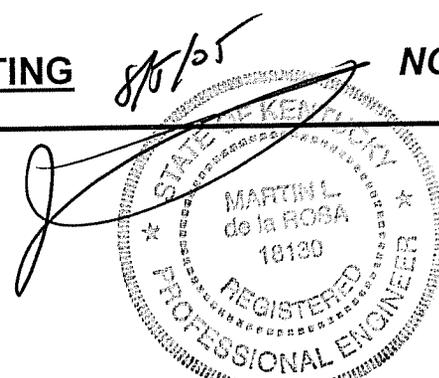
SQUARE OR ROUND PIER



COMBINED FOOTING

8/6/05

NOT TO SCALE





Land Surveyors and Consulting Engineers
Formerly F.S. Land & T. Alan Neal Companies

March 31, 2005

Ms. Jana Luecke
2508 Newburg Road
Louisville, KY 40205-2478

Re: Geotechnical Engineering Study
Proposed 285-foot SST
Site Name: Cranston
4625 Cranston Road, Morehead, Rowan County, Kentucky 40351
FStan Project No. 05-3127

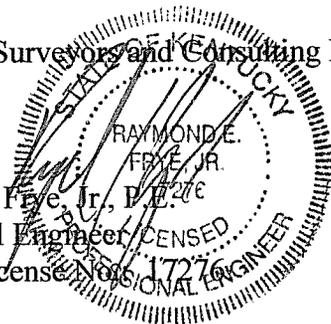
Dear Ms. Luecke:

Transmitted herewith is our geotechnical engineering report for the referenced project. This report contains our findings, an engineering interpretation of these findings with respect to the available project characteristics, and recommendations to aid design and construction of the tower foundations. We appreciate the opportunity to be of service to you on this project. If you have any questions regarding this report, please contact our office.

Cordially,

FStan Land Surveyors and Consulting Engineers

Raymond E. Fye, Jr., P.E.
Geotechnical Engineer
Kentucky License No. 17276



Copies submitted: (3) Ms. Jana Luecke

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APPENDIX

BORING LOCATION PLAN
GEOTECHNICAL BORING LOG
SOIL SAMPLE CLASSIFICATION

GEOTECHNICAL ENGINEERING INVESTIGATION

Proposed 285-foot Self-Supporting Telecommunications Tower

Cellco Partnership Site Name – Cranston
4625 Cranston Road, Morehead, Rowan County, Kentucky
FStan Project No. 05-3127

1. PURPOSE AND SCOPE

The purpose of this study was to determine the general subsurface conditions at the location of the proposed tower by drilling three soil test borings and to evaluate this data with respect to foundation concept and design for the proposed self-supported tower. Also included is an evaluation of the site with respect to potential construction problems and recommendations for quality control during construction.

2. PROJECT CHARACTERISTICS

Cellco Partnership is proposing to construct a 285 feet tall self-supporting communications tower on property owned by Henry and Clara Caudill at 4625 Cranston Road, Morehead, Rowan County, Kentucky. The site explored consists of a grass covered hillside located west of Cranston Road (State Road 377). The site topography is generally steeply sloping from the northwest lease line downward to the southeast lease line with about 33 feet of topographic relief across the site. The elevation of the tower center is approximately 953 feet msl. An access road runs south from the site, then turns east to intersect with State Road 377. The location of the proposed tower is shown on the Boring Location Plan in the Appendix.

Preliminary information provided us indicates that this project will consist of constructing a self-support communications tower 285 feet tall. We have assumed the following structural information:

- Compression (per leg) = 500 kips
- Uplift (Per Leg) = 400 kips
- Total shear = 45 kips

The development will also include a small equipment shelter near the base of the tower. The wall and floor loads for the shelter are assumed to be less than 4 kip/ln.ft. and 200 lbs/sq.ft.,

respectively.

Site Geology

We have reviewed the 1974 *Geologic Map of the Cranston Quadrangle NE, KY*. This map indicated that the site was underlain by the Mississippian aged Borden Formation. This formation consists of several rock members, of which the geologic map indicated that the Cowbell and Nancy Members underlie the site. The contact between the formations was mapped at an approximate elevation of 940 feet msl. The Cowbell member consists of approximately 80 percent light brownish gray to light gray siltstone, and approximately 20 percent shale. The formation is medium to thickly-bedded and forms steep slopes covered by large weathered siltstone blocks and sharp edged slabs and chips. The shale portion is abundant in the middle and upper parts of the member. The lower contact with the Nancy Member is gradual through tens of feet. The Nancy Member consists of shale, and minor siltstone and sandstone. The siltstone occurs mostly near the top of the member and is similar to the overlying Cowbell Member.

3. SUBSURFACE CONDITIONS

The subsurface conditions were explored by drilling 3 soil test borings near the center of the proposed tower as located and staked on site by the project surveyor. The borings were advanced using an all terrain vehicle mounted drill rig. The Geotechnical Boring Logs, which are included in the Appendix, describes the materials and conditions encountered. A reference sheet defining the terms and symbols used on the boring logs is also included in the Appendix. The general subsurface conditions disclosed by the test borings are discussed in the following paragraphs.

At the boring location, an approximate 6-inch thick layer of sawdust covered the surface. Our driller did not report the presence of topsoil at the boring locations. Below the sawdust, the borings encountered mottled brown and gray, and olive brown lean clay. Rock fragments were observed in some soil samples. We considered this soil stratum as fill or possible fill materials. Our engineer using standard visual-manual soil identification techniques classified the soil as CL or a clay of low plasticity according to the Unified Soil Classification System (USCS). The

standard penetration test values (N-values) ranged widely from 6 blows per foot (bpf) to 36 bpf. The fill was encountered to a depth of about 4 feet.

Below the fill, the borings encountered hard mottled brown and gray lean to fat clay and gray weathered shale to refusal. The N-values of this material ranged from 66 bpf and to more than 50 blows per 6-inch increment. Refusal was encountered at depths of 8 feet to 10 feet.

Based on the conditions encountered in the borings, our review of the available geologic information and our experience, the rock units at the site weather to form soil that moves downslope due to the forces of time, water, and gravity. These soils are described as colluvium and tend to collect and be the thickest near the toe of slopes. Colluvial soils are considered weak and prone to continued movement because old slippage planes remain in the colluvial soil mass. Disturbance due to grading changes and new loading typically cause immediate movement of the colluvial soil mass. In addition, slow, long-term or “creep” movements in the colluvium is also common with these soils.

The bedrock was sampled in boring B-1 from 10 feet to a depth of 40.0 feet below the existing ground surface. In general, the rock core consisted of medium hard gray siltstone. The recovery of the rock samples was 99 to 100 percent and the Rock Quality Designation (RQD) ranged from 93 to 100 percent. These values generally represent good quality rock from a foundation support viewpoint.

Observations made at the completion of soil drilling operations indicated the borings were dry. It must be noted however, that short-term water readings in test borings are not necessarily a reliable indication of the actual groundwater level. Furthermore, it must be emphasized that the groundwater level is not stationary, but will fluctuate seasonally.

According to the 2002 Kentucky Building Code, Rowan County, Kentucky is within seismic design category B (an UBC equivalent seismic zone of 1). In this system, Zone E is the most seismically active while Zone B has the lowest earthquake potential. Based on the limited subsurface conditions encountered at the site and using Table 1615.1.1 of the building code, the

site class is considered C. Seismic design requirements for telecommunication towers are given in section 1622 of the code. A detailed seismic study was beyond the scope of this report.

4. GEOTECHNICAL DESIGN RECOMMENDATIONS

The following geotechnical design recommendations have been developed on the basis of the previously described project characteristics (Section 2.0) and subsurface conditions (Section 3.0). This office must be notified if the project description included herein is incorrect, or if the proposed structure location is changed, to establish if revisions to the following recommendations are necessary.

4.1. Tower

4.1.1 General

The following design recommendations are based on the previously described project information, the subsurface conditions encountered in our borings, the results of our laboratory testing, empirical correlations for the soil types encountered, our analyses, and our experience. If there is any change in the project criteria or structure location, you should retain us to review our recommendations so that we can determine if any modifications are required. The findings of such a review can then be presented in a supplemental report or addendum.

We recommend FStan be retained to review the near-final project plans and specifications, pertaining to the geotechnical aspects of the project, prior to bidding and construction. We recommend this review to check that our assumptions and evaluations are appropriate based on the current project information provided to us, and to check that our foundation and earthwork recommendations were properly interpreted and implemented.

4.1.2. Drilled Piers

We recommend using drilled shafts to support the proposed self supported communications tower bearing on the underlying siltstone formation encountered in boring B-1. The following sections provide design and construction recommendations for deep foundations required for heavily loaded structures.

In boring B-1, we believe that suitable bearing and socket materials will be encountered at a

depth of about 12 feet. Drilled piers that bear in the underlying rock formation at this depth can be designed for an allowable end bearing pressure of 40 kips per square foot (ksf). This allowable bearing pressure is based on the assumption that the bearing material for each drilled shaft will be observed and approved by the geotechnical engineer. If the bearing surface is not observed by the geotechnical engineer, the allowable bearing pressure of 20 ksf should be used for the drilled pier design. To resist uplift, a rock socket should be formed in the relatively unweathered siltstone below 12 feet. The socket maybe sized using an allowable bond stress of 5.5 ksf to resist the uplift loads. Total and differential settlements of foundations bearing on continuous sandstone, using the recommended bearing pressure, should be about ½ inch or less.

The following table summarizes the recommended values for use in analyzing lateral resistance for the various strata encountered at the test boring. It is important to note that these values are estimated based on the standard penetration test results and soil types, and were not directly measured. The values provided for undrained shear strength and total unit weight are ultimate values and appropriate factors of safety should be used in conjunction with these values.

Depth Below Ground Surface, feet	Undrained Shear Strength, psf	Angle of Internal Friction, Ø, degrees	Total Unit Weight, pcf	Allowable Passive Soil Pressure, Psf/one foot of depth
0 – 5.0 (CL; Fill)	500	0	125	Neglect
5.0 – 10.0 (weathered shale)	2,000	0	125	40(D-5)+1200
10.0 + (Siltstone rock)	3,000	40	125	190(D-10)

Note: D = Depth below ground surface (in feet) to point at which the passive pressure is calculated.

It is important that the drilled piers be installed by an experienced, competent drilled pier contractor who will be responsible for properly installing the piers in accordance with industry standards and generally accepted methods, without causing deterioration of the subgrade. The recommendations contained herein relate only to the soil-pier interaction and do not account for the structural design of the piers.

4.2. Equipment Building

We recommend that the equipment building footings extend through the existing fill or colluvium to bear on the hard clay of weathered shale encountered by the borings. The equipment building shallow spread footings bearing in these materials may be sized for a maximum allowable net bearing pressure of 2,000 pounds per square foot. The footings should be at least 12 inches wide. The footings should bear at a depth of at least 36 inches. All existing fill, topsoil, colluvium or soft natural soil should be removed beneath footings.

The floor slab for the new equipment building may be subgrade supported on a properly prepared subgrade. The slab should be designed and adequately reinforced to resist the loads proposed. The exposed subgrade should be carefully inspected by probing and testing as needed. Any organic material still in place, frozen or excessively soft soil and other undesirable materials should be removed.

4.3 Earthwork

The site explored consists of a very steep and sloping hillside with an approximate topographic relief of about 33 feet. The planned earthwork for this site was not provided to us at the time of this exploration; however our experience indicates that earthwork for this project will likely require significant cut and fill to form a level pad to construct the tower and equipment building. Our experience with steep hillside construction indicates that cuts in the hillside can cause instability of the natural slope, to sometimes include rock instability above this level. Fills on slopes can slide downslope over weak foundation soils formed in colluvium. Water seeping from springs typically aggravates the stability of hillside cut and fill slopes. A detailed slope stability analysis of the proposed grading geometry was beyond the scope of this study. In the absence of a slope stability study, we recommend that all cuts and fills be limited to less than 3 feet.

Once the subgrade has been properly prepared and evaluated, fill may be placed to attain the desired final grade given the limitations of this report. Any non-organic, naturally occurring, non-expansive soils can be used for structural fill, including those encountered on this site, pending evaluation by the geotechnical engineer.

4.3. Drainage and Groundwater Considerations

Good site drainage must be provided. Surface run-off water should be drained away from the shelter building and not allowed to pond. It is recommended that all foundation concrete be placed the same day the excavation is made.

At the time of this investigation, groundwater was not encountered. Therefore, no special provisions regarding groundwater control are considered necessary for the proposed structures.

5. GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS

It is possible that variations in subsurface conditions will be encountered during construction. Although only minor variations that can be readily evaluated and adjusted for during construction are anticipated, it is recommended the geotechnical engineer or a qualified representative be retained to perform continuous inspection and review during construction of the soils-related phases of the work. This will permit correlation between the test boring data and the actual soil conditions encountered during construction.

5.1. Deep Foundations

5.1.1 Drilled Piers

The following recommendations are recommended for drilled pier construction:

- Clean the foundation bearing area so it is nearly level or suitably benched and is free of ponded water or loose material.
- Provide a minimum drilled shaft diameter of 36 inches to reasonably enter the drilled shaft excavation for cleaning, bottom preparation and inspection.
- Make provisions for ground water removal from the drilled shaft excavation. While the borings were dry prior to rock coring and significant seepage is not anticipated, the drilled pier contractor should have pumps on hand to remove water in the event seepage into the drilled pier is encountered.
- Specify concrete slumps ranging from 4 to 7 inches for the drilled shaft

construction. These slumps are recommended to fill irregularities along the sides and bottom of the drilled hole, displace water as it is placed, and permit placement of reinforcing cages into the fluid concrete.

- Retain the geotechnical engineer to observe foundation excavations after the bottom of the hole is leveled, cleaned of any mud or extraneous material, and dewatered.
- Install a temporary protective steel casing to prevent side wall collapse, prevent excessive mud and water intrusion, and to allow workers to safely enter, clean and inspect the drilled shaft.
- Inspect the drilled shaft excavation after the bottom of the hole is leveled, cleaned of any mud or extraneous material, and dewatered.
- Clean the socket "face" prior to concrete placements. Cleaning will require hand cleaning or washing if a mud smear forms on the face of the rock. The geotechnical engineer should approve the rock socket surface prior to concrete placement.
- The protective steel casing may be extracted as the concrete is placed provided a sufficient head of concrete is maintained inside the steel casing to prevent soil or water intrusion into the newly placed concrete.
- Direct the concrete placement into the drilled hole through a centering chute to reduce side flow or segregation.

5.2 Shallow Foundations

We recommend that foundation inspections be performed at the time of foundation construction in an effort to identify unsuitable soils and remove them prior to foundation construction. We recommend the foundation subgrades be protected from exposure to water. Surface run-off water should be drained away from the excavation and not allowed to pond. If possible, all concrete should be placed that same day the excavation is made. If this is not practical, the excavation should be adequately protected. The following guides address protection of footing subgrades and our recommended remediation for any soft soils encountered.

- Protect foundation support materials exposed in open excavations from freezing weather, severe drying, and water accumulation.
- Remove any soils disturbed by exposure prior to foundation concrete

placement.

- Place a "lean" concrete mud-mat over the bearing soils if the excavations must remain open overnight or for an extended period of time.
- Level or suitably bench the foundation bearing area.
- Remove loose soil, debris, and excess surface water from the bearing surface prior to concrete placement.
- Retain the geotechnical engineer to observe all foundation excavations and provide recommendations for treatment of any unsuitable conditions encountered.

5.3. Fill Compaction

All engineered fill placed adjacent to and above the tower foundation should be compacted to a dry density of at least 95 percent of the standard Proctor maximum dry density (ASTM D-698). This should be increased to 98 percent for any fill placed below the foundations of equipment building. The compaction should be accomplished by placing the fill in about 8 inch (or less) loose lifts and mechanically compacting each lift to at least the specified minimum dry density. Field density tests should be performed on each lift as necessary to insure that adequate moisture conditioning and compaction is being achieved.

Compaction by flooding is not considered acceptable. This method will generally not achieve the desired compaction and the large quantities of water will tend to soften the foundation soils.

5.4. Construction Dewatering

No serious dewatering problems are anticipated for shallow excavations. At the time of our investigation, ground water was not encountered. Depending upon seasonal conditions, some minor seepage into excavations may be experienced in shallow excavations. It is anticipated that any such seepage into shallow excavations can be handled by conventional dewatering methods such as pumping from sumps. Dewatering of drilled pier excavations that extend below the groundwater level may be more difficult since pumping directly from the excavations could cause a deterioration of the bottom of the excavation. If the pier excavations are not dewatered, concrete should be placed by the tremie method.

6. FIELD AND LABORATORY INVESTIGATION

The soil test boring was drilled at the tower center location established in the field by the project surveyor. Split-spoon samples were obtained by the Standard Penetration Test (SPT) procedure (ASTM D1586) in the test boring. The boring was extended to refusal materials. The refusal materials were sampled in one boring to the predetermined termination depth of 40.0 feet. The split-spoon and rock core samples were inspected and visually classified by a geotechnical engineer. Representative portions of the soil samples were sealed in glass jars and the rock core were placed in standard sample boxes and returned to our laboratory.

The boring logs are included in the Appendix along with a reference sheet defining the terms and symbols used on the log and an explanation of the Standard Penetration Test (SPT) procedure. The log presents visual descriptions of the soil strata encountered, Unified Soil Classification System designations, groundwater observations, sampling information, laboratory test results, and other pertinent field data and observations.

7. LIMITATIONS OF STUDY

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. FStan is not responsible for the independent conclusions, opinions or recommendations made by others based on the field exploration and laboratory test data presented in this report.

This geotechnical study is inherently limited since the engineering recommendations are developed from information obtained from test borings that only depict subsurface conditions at that specific location, time and depths shown on the log. Soil conditions at other locations may differ from those encountered in the test borings, and the passage of time may cause the soil conditions to change from those described in this report.

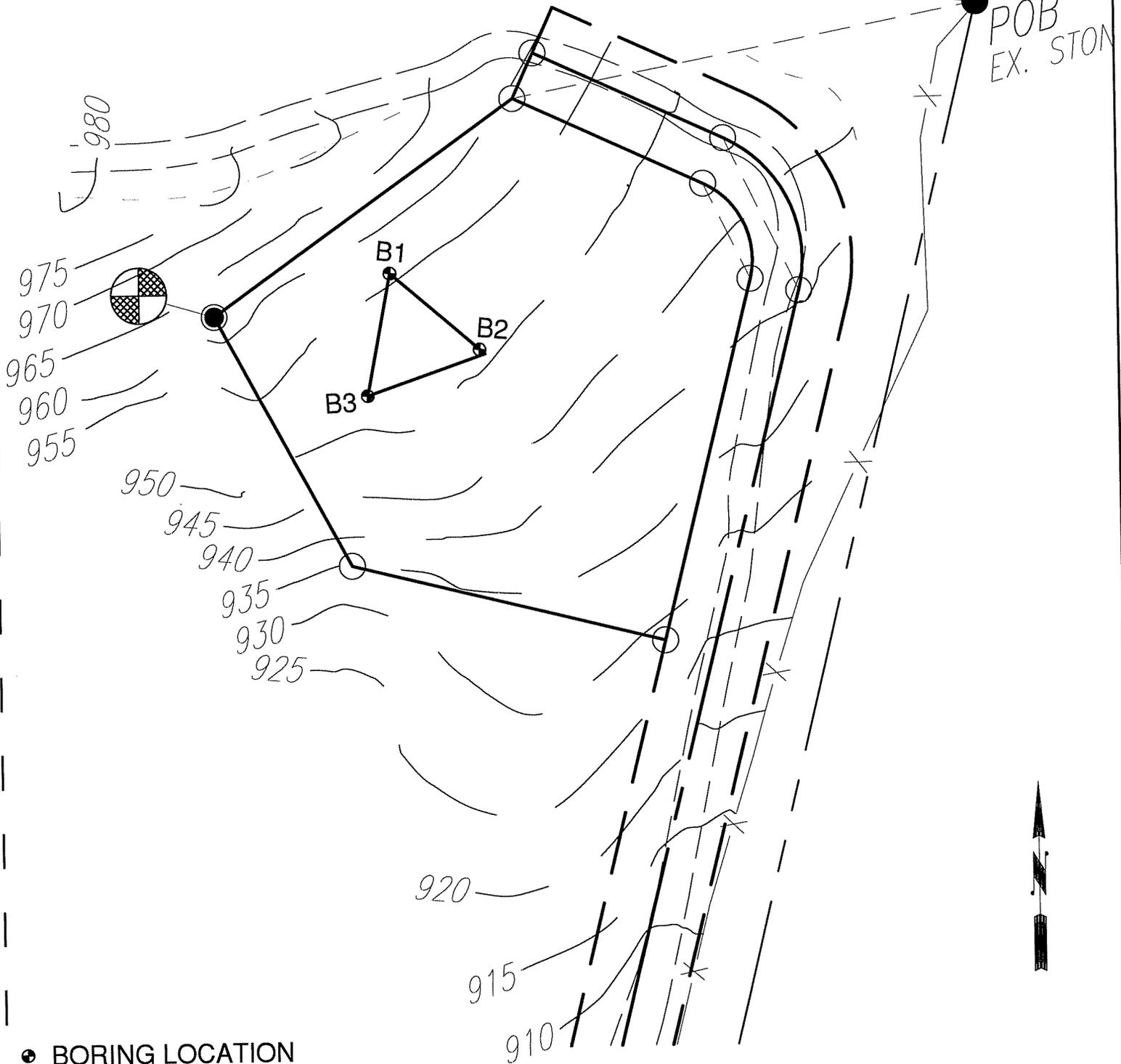
The nature and extent of variation and change in the subsurface conditions at the site may not become evident until the course of construction. Construction monitoring by the geotechnical engineer or a representative is therefore considered necessary to verify the subsurface conditions and to check that the soils connected construction phases are properly completed. If significant variations or changes are in evidence, it may then be necessary to re-evaluate the recommendations of this report. Furthermore, if the project characteristics are altered significantly from those discussed in this report, if the project information contained in this report is incorrect, or if additional information becomes available, a review must be made by this office to determine if any modification in the recommendations will be required.

APPENDIX

BORING LOCATION PLAN
GEOTECHNICAL BORING LOG
SOIL SAMPLE CLASSIFICATION

S 72°00'00" E - 247.50'
S 83°47'08" E - 247.50' (DEED)

POB
EX. STON



● BORING LOCATION

BORING LOCATION PLAN

SITE NAME: CRANSTON
PROPOSED 300' SELF-SUPPORT TOWER
N 38,15, 34.95, W 83 26 27.71

NOT TO SCALE

FSTAN PROJECT #:

05-3127

DATE:

03-24-05

FSTAN

F.S. Land Company
T. Alan Neal Company
Land Surveyors and Consulting Engineers

PO Box 17546 2313/2315 Crittenden Drive
Louisville, KY 40217

Phone: (502) 635-5866 (502) 636-5111
Fax: (502) 636-5263

FStan Land Surveyors and Consulting Engineers
P.O. Box 17546
2315 Crittenden Drive
Louisville, KY 40217
(502) 636-5866
(502) 636-5263

Geotechnical Boring Log

Boring No: **B1**

Client: CELLCO Partnership	Project Number: 05-3127
Project: Proposed Cranston Cell Tower	Drilling Firm: HOOSIER DRILLING
Location: N 38, 15, 34.95, W 83,26, 27.71	Project Manager: Ray Frye
Date Started: 3/21/2005	Total Depth of Boring: 40 ft
Date Completed: 3/21/2005	DRY on rods
Boring Method: HSA W/ CME-550	DRY at completion
Surface Elevation: NA	NA NA hours after completion

Layer Depth ft	Legend	Material Description	Depth Scale ft	Sample Data					Remarks	
				No.	Type	Blows	Rec. %	PP tsf		W %
0.5	[Cross-hatched]	SAW DUST								SURFACE TYPE: SAWDUST HAMMER TYPE: MANUAL
2.5	[Diagonal lines]	Stiff, brown and gray LEAN CLAY with rock fragments, desiccated (CL) (FILL). Hard, mottled, brown and gray, LEAT to FAT CLAY (CL/CH).		1	SS	1-4-6	78		12.6	
			5	2	SS	13-26-40	89		15.9	
				3	SS	50/2"	0			
				4	SS	50/1"	0			
10.0	[Dotted]	Medium, hard, gray SANDSTONE.	10							Auger refusal at 10 feet.
			15		RC		100			RQD = 93%
			20							
			25		RC		100			RQD = 100%
			30							
			35		RC		100			RQD = 95%
40.0		Bottom of Boring at 40 ft	40							
			45							
			50							
			55							

GEOTECHNICAL BORING LOG 05-3127.GPJ FSTAN.GDT 3/28/05

FStan Land Surveyors and Consulting Engineers
P.O. Box 17546
2315 Crittenden Drive
Louisville, KY 40217
(502) 636-5866
(502) 636-5263

Geotechnical Boring Log

Boring No: **B2**

Client: CELLCO Partnership	Project Number: 05-3127
Project: Proposed Cranston Cell Tower	Drilling Firm: HOOSIER DRILLING
Location: N 38, 15, 34.95, W 83,26, 27.71	Project Manager: Ray Frye
Date Started: 3/21/2005	Total Depth of Boring: 8 ft
Date Completed: 3/21/2005	DRY on rods
Boring Method: HSA W/ CME-550	DRY at completion
Surface Elevation: NA	NA NA hours after completion

Layer Depth ft	Legend	Material Description	Depth Scale ft	Sample Data					Remarks	
				No.	Type	Blows	Rec. %	PP tsf		W %
0.4		SAW DUST Firm, olive brown LEAN CLAY (CL) (Possible Fill).	0.4	1	SS	3-3-3	78		20.3	SURFACE TYPE: SAW DUST HAMMER TYPE: MANUAL
4.0		Hard, mottled, brown and gray LEAN to FAT CLAY (CL/CH).	5	2	SS	18-34-32	89		9.6	
6.0		Stiff, gray SHALE.	6.0	3	SS	50/3"	0			
8.0		Bottom of Boring at 8 ft	8.0							Auger refusal at 8 feet. Boring terminated.

GEOTECHNICAL BORING LOG 05-3127.GPJ FSTAN.GDT 3/28/05

FStan Land Surveyors and Consulting Engineers
P.O. Box 17546
2315 Crittenden Drive
Louisville, KY 40217
(502) 636-5866
(502) 636-5263

Geotechnical Boring Log

Boring No: **B3**

Client: CELLCO Partnership	Project Number: 05-3127
Project: Proposed Cranston Cell Tower	Drilling Firm: HOOSIER DRILLING
Location: N 38, 15, 34.95, W 83,26, 27.71	Project Manager: Ray Frye
Date Started: 3/21/2005	Total Depth of Boring: 8 ft
Date Completed: 3/21/2005	DRY on rods
Boring Method: HSA W/ CME-550	DRY at completion
Surface Elevation: NA	NA NA hours after completion

Layer Depth ft	Legend	Material Description	Depth Scale ft	Sample Data					Remarks	
				No.	Type	Blows	Rec. %	PP tsf		W %
0.5		SAW DUST Hard, mottled, brown and gray LEAN CLAY (CL) (Possible Fill).	0.5	1	SS	6-13-23	78		11.3	SURFACE TYPE: SAW DUST HAMMER TYPE: MANUAL
4.0		Soft, gray SHALE.	5	2	SS	25-50/3"	22		8	
8.0		Bottom of Boring at 8 ft	8	3	SS	50/2"	0			
			10							
			15							
			20							
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			50							
			55							

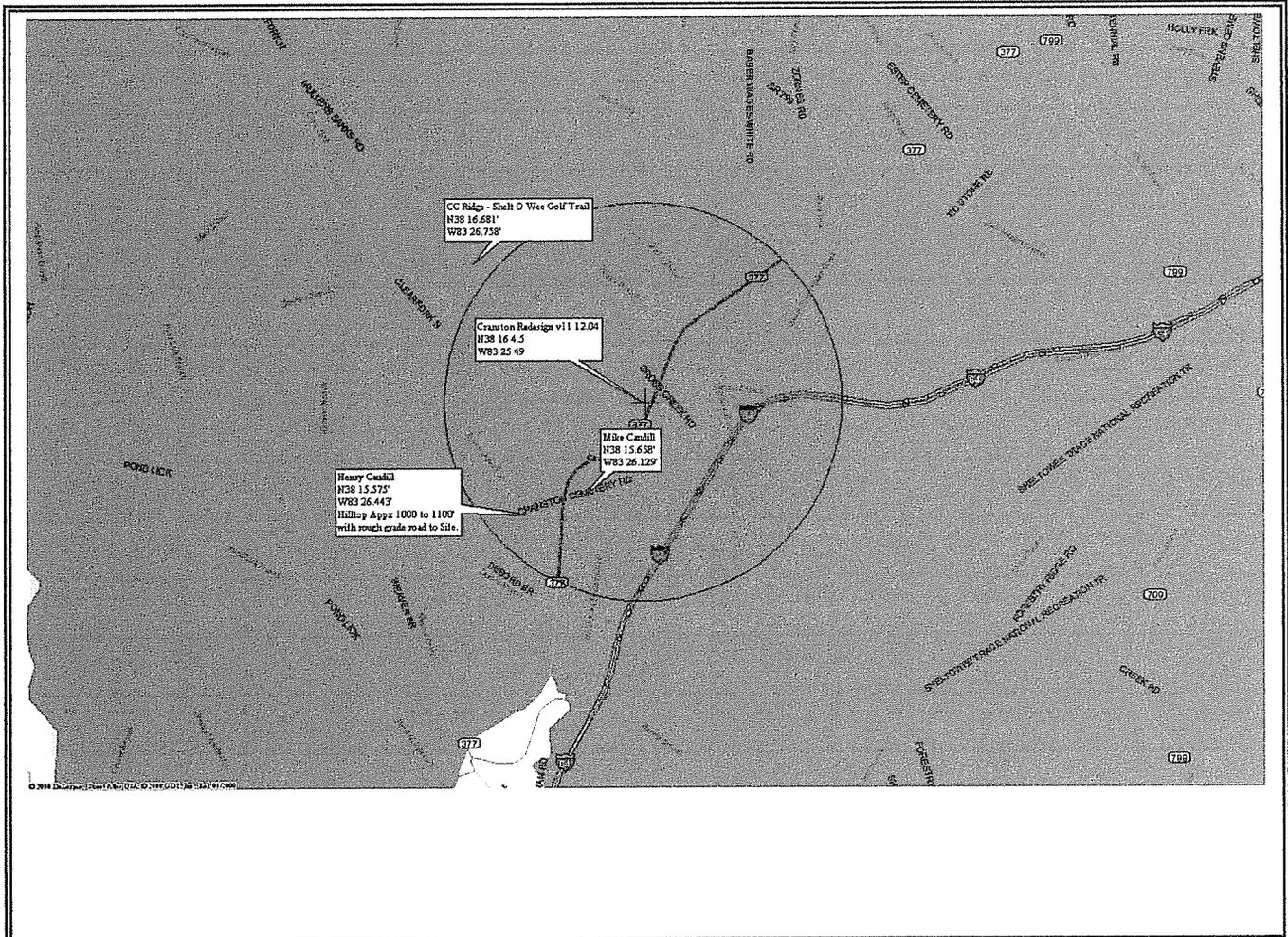
GEO TECHNICAL BORING LOG 05-3127.GPJ FSTAN.GDT 3/28/05

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS
			GRAPH	LETTER	
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
		CLEAN SANDS (LITTLE OR NO FINES)		SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SC	CLAYEY SANDS, SAND - CLAY MIXTURES
	FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS	
			CH	INORGANIC CLAYS OF HIGH PLASTICITY	
			OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS	
HIGHLY ORGANIC SOILS			PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS	

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

Site Locator Map



Directions To Site: From Downtown Louisville, KY take I-64E for 137 miles and Exit at #137, KY Hwy 32N follow to KY Hwy 377E and follow to SITES

Verizon Wireless
 Market Lexington, KY
 10488 Bluegrass Parkway
 Louisville, KY 40299

Real Estate Manager: Amy Inman
 Construction Manager: Marshall Boyd
 RF Engineer Manager: Eric Nelson/Derrick Payne

Site Name: Cranston, KY
 Site Address: Various
 THE SITES SHOWN ARE NOT IN THE NATIONAL FOREST.

Notice of Proposed Construction or Alteration
Project Name: CELLC-000024125-05

Project Name: CELLC-000024125-05	Project Status: Submitted
Sponsor: Cellco Partnership (JF)	Date Submitted: 09/21/2005
Representative: Jennifer Flynn	Date Accepted:
Actions: Show Case List	Date Determined:

Case

<p>Construction / Alteration Information</p> <p>* Notice Of: <input type="text" value="Construction"/></p> <p>* Duration: <input type="text" value="Permanent"/></p> <p>If Temporary: Months: <input type="text"/> Days: <input type="text"/></p> <p>Work Schedule - Start: <input type="text"/> (mm/dd/yyyy)</p> <p>Work Schedule - End: <input type="text"/> (mm/dd/yyyy)</p> <p>Structure Details</p> <p>* Latitude: <input type="text" value="38"/> Deg <input type="text" value="15"/> M <input type="text" value="34.95"/> S <input type="text" value="N"/></p> <p>* Longitude: <input type="text" value="83"/> Deg <input type="text" value="26"/> M <input type="text" value="27.71"/> S <input type="text" value="W"/></p> <p>* Horizontal Datum: <input type="text" value="NAD83"/> Accuracy: <input type="text" value="None"/></p> <p>* Site Elevation: <input type="text" value="953"/> (nearest foot)</p> <p>* Structure Height: <input type="text" value="310"/> (nearest foot)</p> <p>* Marking/Lighting: <input type="text" value="Dual-red and medium intensity"/></p> <p>Other M/L Desc: <input type="text"/></p> <p>* Nearest City: <input type="text" value="Morehead"/></p> <p>* Nearest State: <input type="text" value="Kentucky"/></p> <p>* Traverseway: <input type="text" value="No Traverseway"/></p> <p>* Description of Location: <input type="text" value="4611 Cranston Road Cranston, KY 40351"/></p> <p>Description of Proposal: <input type="text" value="Applicant proposes to construct a 310 ft. structure."/></p>	<p>Structure Summary</p> <p>* Structure Name: <input type="text" value="Cranston"/></p> <p>* Structure Type: <input type="text" value="Tower"/></p> <p>Structure Type - Other: <input type="text"/></p> <p>FCC Number: <input type="text"/></p> <p>Prior ASN: <input type="text"/> - <input type="text"/></p> <p>Common Frequency Bands</p> <table border="1"> <thead> <tr> <th><input type="checkbox"/></th> <th>Low Freq</th> <th>High Freq</th> <th>Freq Unit</th> <th>ERP</th> </tr> </thead> <tbody> <tr><td><input type="checkbox"/></td><td>806</td><td>824</td><td>MHz</td><td>500</td></tr> <tr><td><input type="checkbox"/></td><td>824</td><td>849</td><td>MHz</td><td>500</td></tr> <tr><td><input type="checkbox"/></td><td>851</td><td>866</td><td>MHz</td><td>500</td></tr> <tr><td><input type="checkbox"/></td><td>869</td><td>894</td><td>MHz</td><td>500</td></tr> <tr><td><input type="checkbox"/></td><td>896</td><td>901</td><td>MHz</td><td>500</td></tr> <tr><td><input type="checkbox"/></td><td>901</td><td>902</td><td>MHz</td><td>7</td></tr> <tr><td><input type="checkbox"/></td><td>930</td><td>931</td><td>MHz</td><td>3500</td></tr> <tr><td><input type="checkbox"/></td><td>931</td><td>932</td><td>MHz</td><td>3500</td></tr> <tr><td><input type="checkbox"/></td><td>932</td><td>932.5</td><td>MHz</td><td>17</td></tr> <tr><td><input type="checkbox"/></td><td>935</td><td>940</td><td>MHz</td><td>1000</td></tr> <tr><td><input type="checkbox"/></td><td>940</td><td>941</td><td>MHz</td><td>3500</td></tr> <tr><td><input checked="" type="checkbox"/></td><td>1850</td><td>1910</td><td>MHz</td><td>1640</td></tr> <tr><td><input checked="" type="checkbox"/></td><td>1930</td><td>1990</td><td>MHz</td><td>1640</td></tr> <tr><td><input type="checkbox"/></td><td>2305</td><td>2310</td><td>MHz</td><td>2000</td></tr> <tr><td><input type="checkbox"/></td><td>2345</td><td>2360</td><td>MHz</td><td>2000</td></tr> </tbody> </table> <p>Specific Frequencies</p>	<input type="checkbox"/>	Low Freq	High Freq	Freq Unit	ERP	<input type="checkbox"/>	806	824	MHz	500	<input type="checkbox"/>	824	849	MHz	500	<input type="checkbox"/>	851	866	MHz	500	<input type="checkbox"/>	869	894	MHz	500	<input type="checkbox"/>	896	901	MHz	500	<input type="checkbox"/>	901	902	MHz	7	<input type="checkbox"/>	930	931	MHz	3500	<input type="checkbox"/>	931	932	MHz	3500	<input type="checkbox"/>	932	932.5	MHz	17	<input type="checkbox"/>	935	940	MHz	1000	<input type="checkbox"/>	940	941	MHz	3500	<input checked="" type="checkbox"/>	1850	1910	MHz	1640	<input checked="" type="checkbox"/>	1930	1990	MHz	1640	<input type="checkbox"/>	2305	2310	MHz	2000	<input type="checkbox"/>	2345	2360	MHz	2000
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Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 200 Mero Street, Frankfort KY 40622

Kentucky Aeronautical Study Number

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

1. APPLICANT - Name, Address, Telephone, Fax, etc.

Cellco Partnership
30 Independence Blvd
Warren, NJ 07059
908-607-8132

9 Latitude: 38 ° 15 ' 34.95 "

10 Longitude: 083 ° 26 ' 27.71 "

11 Datum: NAD 83 NAD 27 Other

12 Nearest Kentucky City Morehead County: Rowan

13 Nearest Kentucky public use or Military airport:
____ Morehead Rowan County

14 Distance from #13 to Structure 8.84 NM

15 Direction from #13 to Structure: 211.11 degrees

16 Site Elevation (AMSL): 953 Feet

17 Total Structure Height (AGL): 310 Feet

18 Overall Height (#16 + #17) (AMSL): 1263 Feet

19 Previous FAA and/or Kentucky Aeronautical Study Number(s):

Description of Location: (Attach a USGS 7.5 minute Quadrangle Map or an Airport Layout Drawing with the precise site marked and any certified survey)

4611 Cranston Road
Cranston, KY

2. Representative of Applicant - Name, Address, Telephone, Fax

Jennifer Flynn
Verizon Wireless
30 Independence Blvd.
Warren, NJ 908-607-8132

3 Application for: New Construction Alteration Existing

4 Duration: Permanent Temporary (Months _____ Days _____)

5 Work Schedule: Start _____ End _____

6 Type: Antenna Tower Crane Building Power Line
 Landfill Water Tank Other _____

7. Marking/Painting and/or Lighting Preferred:

Red Lights and Paint Dual - Red & Medium Intensity White
 White - Medium Intensity Dual - Red & High Intensity White
 White - High Intensity Other _____

FAA Aeronautical Study Number _____

20 Description of Proposal:

We are proposing to construct a 310 ft self support tower.

22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration?

No
 Yes, When 9/21/2005

CERTIFICATION: I hereby certify that all the above statements made by me are true, complete and correct to the best of my knowledge and belief.

Jennifer Flynn

9/21/2005

Printed Name

Signature

Date

PENALTIES: Persons failing to comply with Kentucky Revised Statutes (KRS 183.861 through 183.990) and Kentucky Administrative Regulations (602 KAR 050: Series) are liable for fines and/or imprisonment as set forth in KRS 183.990(3). Non-compliance with Federal Aviation Administration Regulations may result in further penalties.

Commission Action:

Chairman, KAZC

Administrator, KAZC

Approved

Disapproved

Date _____

CELLCO PARTNERSHIP

1A Report

Date: January 27, 2005

FSTAN Project No: 05-3126

Site Name: CRANSTON

Site No:

For Aeronautical Study No.

Location:	City	Morehead, Ky.
	County	Rowan
U.S.G.S. Quadrangle:		Cranston, Ky.
(NAD 27)	LATITUDE	38° 15' 34.66"
	LONGITUDE	83° 26' 28.04"
(NAD 83)	LATITUDE	38° 15' 34.95"
	LONGITUDE	83° 26' 27.71"
SITE ELEVATION (NAVD 88)		953' ± AMSL
PROPOSED TOWER HEIGHT		285' ± FAA AGL
PROPOSED LIGHTNING ARRESTOR HEIGHT		310' ± FAA AGL
OVERALL HEIGHT ELEVATION		1263' ± AMSL

I Certify, to the best of my knowledge and belief, that the horizontal and vertical datum as established from the referenced U.S.G.S. Quadrangle, is accurate to 1A Reporting requirements of ± 20 feet horizontally and ± 3 feet vertically.

The horizontal datum (coordinates) are in terms of the North American Datum of 1927 (NAD 27) and 1983 (NAD 83) and expressed as degrees, minutes and seconds.

The vertical datum (heights) are in terms of the National Geodetic Vertical Datum of 1988 and are determined to the nearest foot.

Kentucky State Plane Coordinates (North Zone) were established with Trimble Global Positioning Systems (GPS) receivers. This site has ties to the National Geodetic Reference System established by the National Geodetic Survey, formerly the U.S. Coast & Geodetic Survey by measurements to PID Station "HY2562", designated as "BULK".

CONSULTANT

Frank L. Sellinger, II, KY PLS No. 3282
FSTAN Land Surveyors and Consulting Engineers
2313/2315 Crittenden Drive, Louisville, Ky. 40217
Phone: 502-635-5866 Fax: 502-636-5263

McBRAYER, McGINNIS, LESLIE & KIRKLAND,^{PLLC}
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
FAX (859) 231-6518

September 27, 2005

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Hon. Clyde A. Thomas
Rowan County Judge Executive
Rowan County Courthouse
627 E. Main Street
Morehead, KY 40351

Re: **Public Notice - Public Service Commission of Kentucky,
Case No. 2005-00394 (The Cranston Facility)**

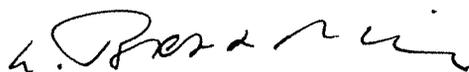
Dear Judge Thomas:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 285' self-supporting tower including attached antennas and an equipment shelter to be located at 4625 Cranston Road, Morehead, Rowan County, Kentucky 40351. A map showing the location of the proposed new cell facility is enclosed.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the Commission must be received by the Commission within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, Post Office Box 615, Frankfort, KY 40602. Please refer to **Case No. 2005-00394** in your correspondence. If I can be of assistance to you, please do not hesitate to call me.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw

Cellco Partnership d/b/a Verizon Wireless
Adjoining Property Owners
Cranston Site

Mr. Michael E. Caudill
4625 Cranston Road
Morehead, KY 40351

Mr. and Mrs. Henry Caudill
4595 Cranston Road
Morehead, KY 40351

Mr. and Mrs. Milford Egan
4845 Cranston Road
Morehead, KY 40351

Mr. and Mrs. George Caudill
6012 Mary Street
Cincinnati, OH 45227

Mr. and Mrs. Larry Caudill
111 Emory Branch
Morehead, KY 40351

Mr. and Mrs. Clyde Sluss
475 Emory Branch
Morehead, KY 40351

Mr. and Mrs. Mark Taylor
395 Emory Branch
Morehead, KY 40351

United States of America
U.S. Forest Service
P.O. Box 910
Morehead, KY 40351

Mr. and Mrs. Chester Caudill
341 Democrat Drive
Morehead, KY 40351

Mr. Daniel Daily
Mr. Lawrence Daily
1508 Southeast 6th Street
Deerfield Beach, FL 33441

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4625 Cranston Road
Morehead, KY 40351

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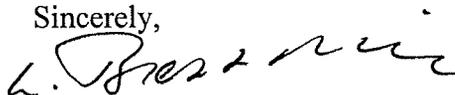
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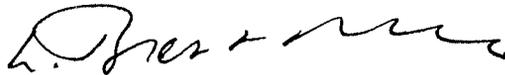
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September 27, 2005

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Mr. and Mrs. Milford Egan
4845 Cranston Road
Morehead, KY 40351

RE: **Public Notice - Public Service Commission of Kentucky,
Case No. 2005-00394 (The Cranston Facility)**

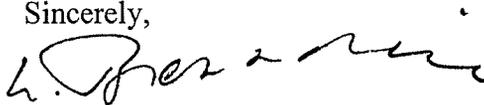
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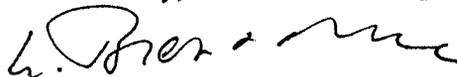
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September 27, 2005

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111 Emory Branch
Morehead, KY 40351

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September 27, 2005

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Mr. and Mrs. Clyde Sluss
475 Emory Branch
Morehead, KY 40351

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Case No. 2005-00394 (The Cranston Facility)**

Dear Property Owner:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 285' self-supporting tower including attached antennas and an equipment shelter to be located at 4625 Cranston Road, Morehead, Rowan County, Kentucky 40351. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the Commission must be received by the Commission within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, Post Office Box 615, Frankfort, KY 40602. Please refer to **Case No. 2005-00394** in your correspondence.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

McBRAYER, McGINNIS, LESLIE & KIRKLAND, PLLC
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
FAX (859) 231-6518

September 27, 2005

VIA CERTIFIED MAIL- RETURN RECEIPT REQUESTED

Mr. and Mrs. Mark Taylor
395 Emory Branch
Morehead, KY 40351

RE: **Public Notice - Public Service Commission of Kentucky,
Case No. 2005-00394 (The Cranston Facility)**

Dear Property Owner:

Celco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 285' self-supporting tower including attached antennas and an equipment shelter to be located at 4625 Cranston Road, Morehead, Rowan County, Kentucky 40351. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the Commission must be received by the Commission within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, Post Office Box 615, Frankfort, KY 40602. Please refer to **Case No. 2005-00394** in your correspondence.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

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Enclosure

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201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
FAX (859) 231-6518

September 27, 2005

VIA CERTIFIED MAIL- RETURN RECEIPT REQUESTED

United States of America
U.S. Forest Service
P.O. Box 910
Morehead, KY 40351

RE: **Public Notice - Public Service Commission of Kentucky,
Case No. 2005-00394 (The Cranston Facility)**

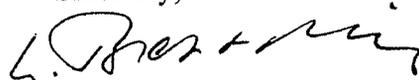
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Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, Post Office Box 615, Frankfort, KY 40602. Please refer to **Case No. 2005-00394** in your correspondence.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

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Enclosure

McBRAYER, McGINNIS, LESLIE & KIRKLAND, ^{PLLC}
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
FAX (859) 231-6518

September 27, 2005

VIA CERTIFIED MAIL- RETURN RECEIPT REQUESTED

Mr. and Mrs. Chester Caudill
341 Democrat Drive
Morehead, KY 40351

RE: **Public Notice - Public Service Commission of Kentucky,
Case No. 2005-00394 (The Cranston Facility)**

Dear Property Owner:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 285' self-supporting tower including attached antennas and an equipment shelter to be located at 4625 Cranston Road, Morehead, Rowan County, Kentucky 40351. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the Commission must be received by the Commission within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, Post Office Box 615, Frankfort, KY 40602. Please refer to **Case No. 2005-00394** in your correspondence.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

McBRAYER, McGINNIS, LESLIE & KIRKLAND, PLLC
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
FAX (859) 231-6518

September 27, 2005

VIA CERTIFIED MAIL- RETURN RECEIPT REQUESTED

Mr. Daniel Daily
Mr. Lawrence Daily
1508 Southeast 6th Street
Deerfield Beach, FL 334411

RE: **Public Notice - Public Service Commission of Kentucky,
Case No. 2005-00394 (The Cranston Facility)**

Dear Property Owner:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 285' self-supporting tower including attached antennas and an equipment shelter to be located at 4625 Cranston Road, Morehead, Rowan County, Kentucky 40351. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

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Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

OPTION AND LEASE AGREEMENT

This Agreement made this 21st day of July, 2005, between **MICHAEL E. CAUDILL** and **ELIZABETH ANN CAUDILL**, whose mailing address 4141 Cranston Road, Morehead, Kentucky 40351, Social Security # 406-84-2503 hereinafter designated LESSOR and **CELLCO PARTNERSHIP**, a Delaware general partnership d/b/a Verizon Wireless, with its principal offices located at 180 Washington Valley Road, Bedminster, New Jersey, 07921, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

LESSOR is the owner of that certain real property located in Morehead, Rowan County, State of Kentucky, as shown on the Tax Map of the City of Morehead as Block 77-0000, Lot 007.00 and being further described in Deed Book 215 at Page 408 as recorded in the Office of Rowan County Court Clerk (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property, with a right-of-way for access thereto (hereinafter referred to as the "Premises"), containing approximately 17,284.24 square feet, and as substantially shown on Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of [REDACTED] hereinafter referred to as Option Money, to be paid by LESSEE to the LESSOR, which LESSEE will provide upon its execution of this Agreement, the LESSOR hereby grants to LESSEE the right and option to lease said Premises including a right-of-way for access thereto, for the term and in accordance with the covenants and conditions set forth herein.

The option may be exercised at any time on or prior to May 1, 2006. At LESSEE's election and upon LESSEE's prior written notification to LESSOR, the time during which the option may be exercised may be further extended for one additional period of 6 months through and including December 1, 2006, with an additional payment of [REDACTED] LESSEE to LESSOR for the option period so extended. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this

Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE.

LESSOR agrees to execute a Memorandum of this Option to Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted. On the date of such notice the following agreement shall take effect:

LEASE AGREEMENT

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property") containing 17,284.24 square feet situated on Block 77-0000, Lot 007.00 all as shown on the Tax Map of the City of Morehead, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twelve foot to thirty foot (12'-30') wide right-of-way extending from the nearest public right-of-way, S.R. 377 (Cranston Road) , to the demised premises, said demised premises and right-of-way (hereinafter referred to as the "Premises") for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM. This Agreement shall be for an initial term of five (5) years, and beginning on the date the option is exercised by LESSEE at an annual rental of [REDACTED] \$ [REDACTED] to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR, or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The obligation to pay rent will begin immediately upon the exercise of the option, at which time rental payments and term will begin.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to [REDACTED] the second (2nd) five (5) year extension term shall be increased to [REDACTED] the third (3rd) five (5) year extension term shall be increased to [REDACTED]; and the fourth (4th) five (5) year extension shall be increased to [REDACTED]

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to 115% of the annual rental payable with respect to the immediately preceding five (5) year term.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during

the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Property for its intended purposes or the LESSEE determines that the Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

8. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

9. INSURANCE. The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

11. INTERFERENCE. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

12. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Property to its original condition, reasonable wear and tear excepted. If such time for removal causes LESSEE to remain on the Property after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to sell all or any portion of the Property, whether separately or as part of the larger parcel of which the Property are a part, the LESSEE shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after notice thereof from LESSOR, LESSOR may sell the Property or portion thereof to such third person in accordance with the terms and conditions of his offer. For purposes of this Paragraph, any transfer, bequest or devise of the LESSOR's interest in the Property as a result of the death of the LESSOR, whether by will or intestate succession, shall not be considered a sale of the Property for which the LESSEE has any right of first refusal.

14. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

15. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

16. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

17. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

18. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

19. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

20. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Michael E. and Elizabeth Ann Caudill
4141 Cranston Road
Morehead, Kentucky 40351

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

21. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

22. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

23. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

24. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR

may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this Paragraph.

25. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.

b. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

26. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forth-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Lease upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

27. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Lease upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its

damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

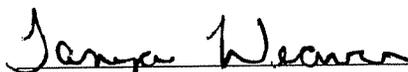
28. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

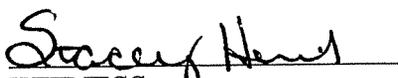
29. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

30. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

31. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

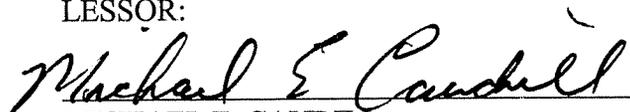
IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

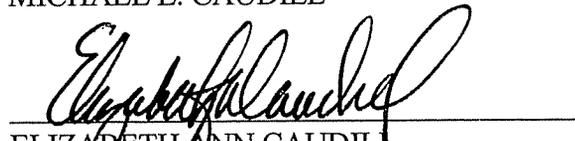

WITNESS


WITNESS

05/02/05

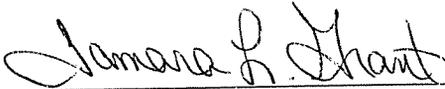
LESSOR:


MICHAEL E. CAUDILL


ELIZABETH ANN CAUDILL

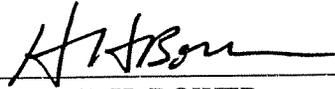
LESSEE:

CELLCO PARTNERSHIP, a Delaware general
partnership d/b/a Verizon Wireless



WITNESS

BY:



HOWARD H. BOWER
MIDWEST AREA VICE PRESIDENT

C:\Documents and Settings\DonnaW\My Documents\WBR\verizon wireless\cranston\option and lease agreement.doc

- ST1 - WIGNIT AND 500' STRUCTURAL MAP
- ST2 - U.S.G.S QUAD MAP
- ST3 - ABUTTING PROPERTY OWNERS

- SA1 - PROPOSED CELECO PARTNERSHIP LEASE AREA
- SA2 - LEGAL DESCRIPTIONS
- SA3 - FLOOD ZONE DATA

COORDINATE POINT LOCATION

NAD 1983
 NAD 1983 POINT LOCATION
 LATITUDE: 38° 15' 34.95"
 LONGITUDE: 09° 28' 27.71"
 ELEVATION: 951'
 STATE PLANE COORDINATE NORTH ZONE
 STATE PLANE E COORDINATE
 CALCULATION METHOD: NAD 83
 HORIZONTAL: 277528.0277
 VERTICAL: 1072701.0875

POWER POLE
 UNKNOWN
 UNKNOWN
 UNKNOWN

PROJECT BENCHMARK
 NORTH: 27784.5465
 EAST: 182340.2812
 ELEVATION: 962'

REMARK: BEING A SET OF THE LOCATED ON THE WEST CORNER OF THE PROPOSED LEASE AREA

SYMBOL LEGEND

- WOOD POWER POLE
- LIGHT POLE
- TELEPHONE PESTIVAL
- TOP ANCHOR
- UNMARKED
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- FIRE TRENCH POST
- SET 1/8 REBAR (MATERIAL SPECIFIED)
- EXISTING 1/8 REBAR (MATERIAL SPECIFIED)

ABBREVIATIONS

- DP - EDGE OF PAVEMENT
- ROW - RIGHT OF WAY
- C - CENTERLINE
- RCR - REINFORCED CONCRETE PIPE
- CONC - CONCRETE
- CAP - CORRUGATED METAL PIPE
- SL - SUBJECT PROPERTY LINE
- POB - POINT OF BEGINNING

LINE LEGEND

- OVERHEAD ELECTRIC & TELEPHONE LINE
- UNDERGROUND GAS LINE
- OVERHEAD TELEPHONE LINE
- EXISTING FENCE
- SUBJECT PROPERTY BOUNDARY
- RIGHT OF WAY CENTERLINE

SURVEYORS NOTES

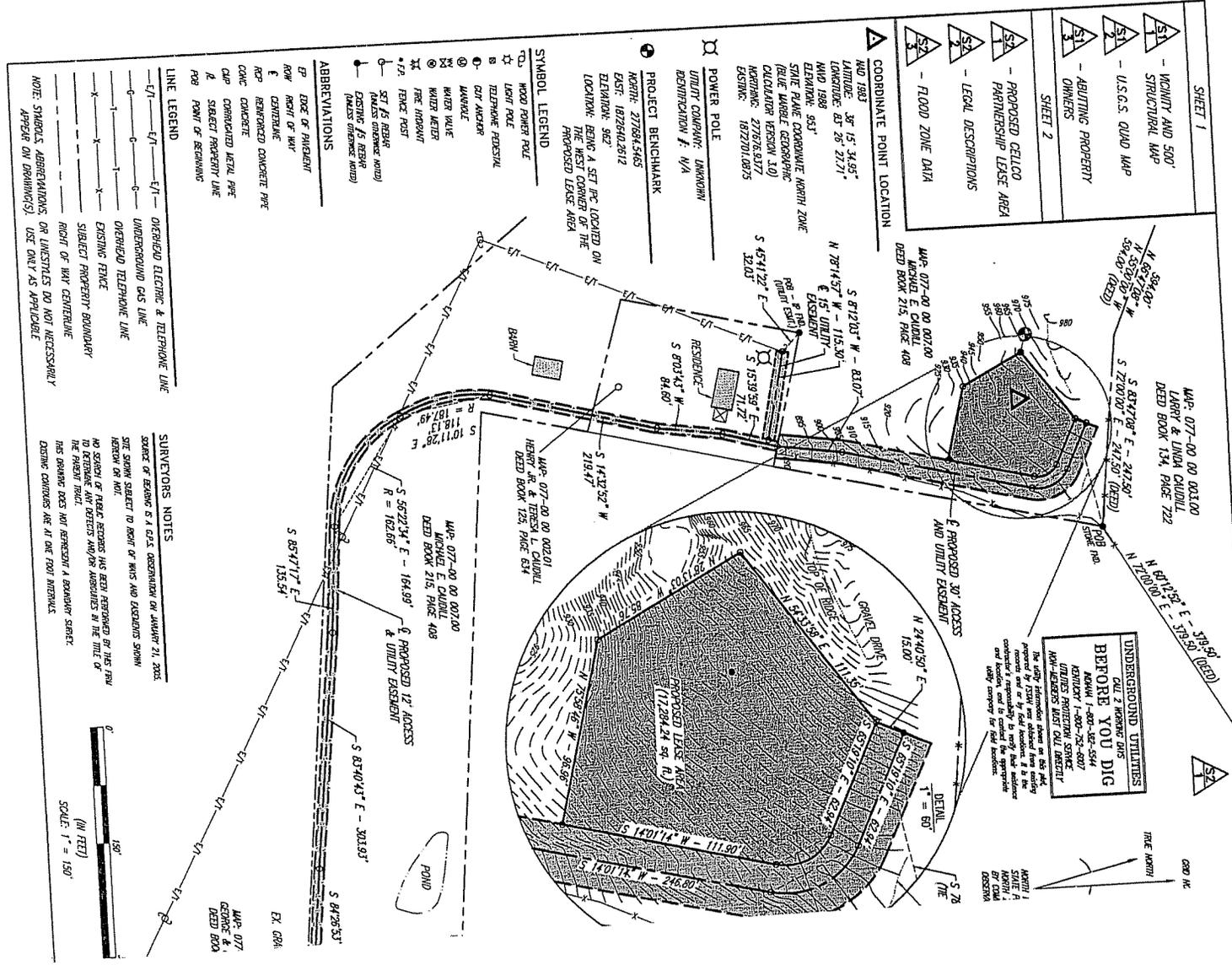
DATE OF RECORD IS A GALE RECORDATION ON JANUARY 21, 2005

SEE DRAWING SUBJECT TO RIGHT OF WAYS AND EASEMENTS SHOWN HEREON OR NOT.

NO RECORD OF PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM TO DETERMINE ANY DEBITS AND/OR ASSIGNMENTS IN THE TITLE OF THE PRESENT TRACT.

HIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

EXISTING CORNERS ARE AT ONE FOOT INTERVALS.



UNDERGROUND UTILITIES BEFORE YOU DIG

CALL 800-4-A-DIG

FOR A FREE SERVICE

IDENTIFY THE LOCATION OF

UNDERGROUND UTILITIES

BEFORE YOU DIG

THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.

